

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Hydromantis Environmental Software Solutions, Inc. ("Contractor")
for
GPS-X Wastewater Modeling Software**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Hydromantis Environmental Software Solutions, Inc. ("Contractor"), having offices at 407 King Street West, Hamilton, Ontario, Canada L8P 1B5.

1.1 This Contract is composed of the following documents in order of precedence:

- 1.1.1 This Contract
- 1.1.2 Exhibit A, Supplemental Terms
- 1.1.3 Exhibit B, Hydromantis Environmental Software Solutions, Inc.'s Proposal
- 1.1.4 The City's Standard Purchase Terms & Conditions, "Section 0300", incorporated herein and available at:
https://assets.austintexas.gov/purchase/downloads/standard_purchase_terms_and_conditions.pdf
- 1.1.5 The City's Standard Purchase Definitions, "Section 0100", incorporated herein and available at:
https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf
- 1.1.6 Exhibit C, Non-Discrimination Certification

1.2 Quantity. Quantity of goods or services as described in Exhibit B.

1.3 Term of Contract. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

1.4 Compensation. The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work, as described herein. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not to exceed \$9,895.00 for the initial term, \$3,675.00 for the first extension, \$3,675.00 for the second extension, and \$3,675.00 for the third extension, for a total estimated contract amount not to exceed \$20,920.00 comprising the software maintenance and support fees.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Hydromantis Environmental
Software Solutions, Inc.

CITY OF AUSTIN

Robert P. Jones

Printed Name of Authorized Person

[Signature]

Signature

VP - Director

Title:

Sept 6, 2019

Date:

Gil Zilkha

Printed Name of Authorized Person

[Signature]

Signature

Contract Management Specialist IV

Title:

9/6/19

Date:

Exhibit A – Supplemental Terms

Exhibit B – Hydromantis Environmental Software Solutions, Inc.'s Proposal

Exhibit C – Non-Discrimination Certification

**Exhibit A
Supplemental Terms**

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Robert Beres, Phone: (905) 522-0031, Email Address: sales@hydromantis.com. The City's Contract Manager for the engagement shall be James Bennett, Phone: (512) 972-1441, Email Address: James.Bennett@austintexas.gov.

2. **Invoices.**

Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Email Address	CTMAPInvoices@austintexas.gov
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3. **Travel Expenses.** No travel expenses are authorized under this Contract.

4. **Equal Opportunity**

5.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.1.2 **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5. **Right To Audit**

- i. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- ii. The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

Exhibit B
Hydromantis Environmental Software Solutions, Inc.'s Proposal



Hydromantis Environmental Software Solutions, Inc.
407 King Street West
Hamilton, Ontario, Canada L8P 1B5
Tel: +1(905)522-0012 Fax: +1(905)522-0031

QUOTATION

QUOTE #	8674
DATE	08-Jul-2019

TO: JAMES BENNETT, WATER TREATMENT DIV. MGR.
AUSTIN WATER
625 E. 10TH STREET, SUITE 415
AUSTIN, TX 78701
USA

SALESPERSON		PAYMENT TERMS		DUE DATE	
R. BERES		Net 30		31-Aug-2019	
QTY.	DESCRIPTION	UNIT PRICE		AMOUNT	
1	GPS-X STANDARD CORPORATE 2-YEAR LICENSE - 2 SEAT NETWORK - 2 YEARS OF SOFTWARE USAGE - INCLUDES 2 YEARS OF TECHNICAL SUPPORT & UPGRADES RELEASED DURING AGREEMENT PERIOD	9,800.00		9,800.00	
1	ADMINISTRATION FEE	95.00		95.00	
3	OPTION TO HAVE ADDITIONAL 1 YEAR OF LICENSE, TECHNICAL SUPPORT & UPGRADES	3,675.00		11,025.00	

General Conditions: Quote is valid for thirty (30) days from the quotation date unless another date is otherwise specified in the body of this quotation. Beyond this date, prices are subject to re-quotation.

Accepted methods of payment include:
Check/Cheque, VISA, MasterCard, PayPal, and Wire Transfer.

TOTAL (USD) USD 20,920.00

TO INITIATE THIS PURCHASE, PLEASE SIGN AND RETURN BY FAX OR SCAN AND EMAIL
TO +1(905)522-0031 sales@hydromantis.com

PLEASE NOTE THAT A SEPARATE INVOICE WILL BE ISSUED

To accept this quotation, sign here and return: _____

Thank you for your business!



Hydromantis is the global leader in the development and deployment of wastewater and water treatment plant software. From plant design, costing, optimization and capacity analysis to energy reduction, regulatory reporting and more, Hydromantis' solutions will help you make the right decisions.



Lisa M. Boatman, P.E.
 Supervising Engineer
 Wastewater Process Engineering & Regulatory Services
 City of Austin | Austin Water

GPS-X™ Licensing and Training Options

Dear Lisa,

Please find below our proposal for introducing GPS-X™ license acquisition and options for training. As a reference, we have included the features of GPS-X pro that were discussed yesterday.

GPS-X™ Configurations

	Standard	Pro
Drag and Drop Model Drawing Board	✓	✓
Steady-State and Dynamic Simulations	✓	✓
IWA Activated Sludge Models (ASM1, ASM2d, ASM3)	✓	✓
Anaerobic Digestion Models (ADM1)	✓	✓
Mantis2 Whole Plant Model (ASM, AD, pH Modeling, Inorganic Precipitation, Anammox)	✓	✓
Largest collection of unit process including Specialized Unit Processes (MBR, Oxidation Ditch, BAF, Trickling filter, HPO, RBC/SBC, DAF, Sand Filter, PAC, Biological Filter, UASB)	✓	✓
Built-In Controllers (PID, ON/OFF, Scheduler, Timer etc.)	✓	✓
Operating Cost Models (energy usage, chemical dosage)	✓	✓
Pre-configured Models for Typical Plant Designs	✓	✓
Integrated Influent Data Characterization Tool	✓	✓
Automated Sensitivity Analysis		✓
Multi-Parameter Optimization		✓
Uncertainty Analysis using Monte Carlo Simulations		✓
Statistical Analysis	✓	✓
Scenario Manager for Model Application under Various Operational Conditions	✓	✓
Interactive Controller for Dynamic Analysis	✓	✓
Flexible and Easy Data Input into Model	✓	✓
Database Connectivity	✓	✓
One-click Generation of Excel Spreadsheet Reports, Customizable Quick Display	✓	✓
One-click Sankey and Energy Diagrams	✓	✓
Model Developer Tool (model matrix format)	✓	✓
Open Model Code Customizability	✓	✓
Open Model Libraries (allowing users to add new models of any type and complexity)	✓	✓
Additional User-Defined States for Model Customization (e.g. Industrial Components)	✓	✓
Fast Dynamic Simulation Speed	✓	✓
Free Training Videos on Website	✓	✓
Webinars used for Tech Support as Required	✓	✓
Foreign Language Support	✓	✓
Use of GPS-X Models In Customized Digital Plant Using Simuworks (e.g. Training Tools)	✓	✓

Proposal

Municipal Network License.

Based on our recent discussion, we are prepared to provide a special offer of a **2 seat** Network License of GPS-X™ Pro.

The Annual Cost for the first year is \$4,900 USD, includes Technical Support and automatic upgrade to soon to be released version 8. A single seat Stand-Alone license is \$3,800 USD.

Introduction of Modelling with GPS-X™

Hydromantis is also pleased first offer complimentary comprehensive self-paced learning program your modelling group (up to 4 logins).

Hydromantis Online Training Portal: Our online training portal will allow your staff to proceed at their own pace and interactively review materials as needed. Training is accessible 24 hours a day 7 days a week. GPS-X Licenses will be provided (six) while engaged in completing the training session. The course curriculum is presented as below.

Course 101: Introduction to Activated Sludge Modelling and GPS-X

Session	Time (mins)	Topic	Session Type
1	5	Course Introduction Introduction to the Hydromantis Learning Centre, and course methodology.	Lecture
2	20	Modelling Basics: What Can Simulation Do For Me? Discussion of how dynamic models are used in wastewater processes analysis. Typical project examples (capacity analysis, retrofit design, etc.) are presented.	Lecture
3	15	GPS-X Demo: What Does GPS-X Do? Basic demonstration of GPS-X modeling package. Discussion of unit process objects, drawing board, simulation tools, and advanced analysis features.	Desktop Demonstration
4	25	Modelling Basics: How do Dynamic Models Work? Discussion of dynamic, mechanistic models. Explanation of state variables, composite variables, and input/output parameters. Exploration of steady-state and dynamic simulations.	Lecture + Desktop Demonstration
5	15	GPS-X Demo: How Do I Build a Treatment Plant Model? Demonstration of building a wastewater treatment plant model from scratch. A simple activated sludge system will be created, and simulations carried out at different influent flow rates.	Desktop Demonstration
6	20	Interactive Tutorial: Building a Model and Running a Simulation Participants will create their own treatment plant models, run simulations and investigate plant behaviour under dynamic loading conditions.	Tutorial 1
7	20	Case Studies - Using GPS-X to Answer Wastewater Process Questions Discussion of several real life projects where modeling was used to answer specific wastewater process questions.	Lecture
8	30	Modelling Basics: How Do We Model Activated Sludge? Discussion of the equations used to model activated sludge growth/decay and other processes. Discussion of the IWA published activated sludge models.	Lecture + Desktop Demonstration
9	15	GPS-X Demo: How Do I Answer Questions with My Model? Demonstration of how to set up models to answer typical process questions. A desktop demonstration will show how to use 'What If?' scenarios to compare and contrast different treatment options.	Desktop Demonstration
10	20	Interactive Tutorial: Editing Layouts and Creating Scenarios Participants will edit the layouts created in the previous tutorial session, and learn how to use GPS-X simulation features to analyze a plant upgrade.	Tutorial 2
11	15	Modelling Basics: How Do We Model Clarifiers? Discussion of the approaches and equations used for modeling clarifiers in GPS-X. Simple empirical models and advanced 3-dimensional flux models will be discussed and demonstrated.	Lecture + Desktop Demonstration
12	20	Conclusions Final thoughts and highlights of training workshop topics. A few additional tips and tricks to help you save time when running simulations.	Lecture + Desktop Demonstration

Optional Training offer:

As an option;

1. We can setup web-based training for the Austin Water group (up to 6 participants and we provide additional training licenses as required)
2. The web-based training can be structured over two days or over a series of 4 4-hour sessions.
3. The training will be based upon our traditional GPS-X training and current plant specific requirements, so that the objective of successfully introducing the GPS-X platform has been met.
4. The base cost is \$3,600 for 2-days or 4 4-hour sessions. If we need to expand beyond the 6 participants additional charges could apply.

Please review the proposal and let me know if you have any questions. We will be happy to provide a formal quote for the above services.

Sincerely,



Robert P Beres,
Executive VP - Sales & Marketing
Hydromantis Environmental Software Solutions, Inc.
T: +1.905.522.0012 x224 C: 1+.905.524.0599 F: +1.905.522.0031

Exhibit C
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment

advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 6th day of September, 2019

CONTRACTOR

Authorized
Signature

Title

Hydrometris FSS Inc
[Signature]
Env. VP. Director